

## Kathleen Allen

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**From:** Robert Klein (DOA-OTS)  
**Sent:** Thursday, January 27, 2022 10:58 AM  
**To:** Kathleen Allen  
**Cc:** Gregory Thibodeaux  
**Subject:** RE: Ethics Advisory Opinion 2021-1000

Thank you again, I know this is pretty detailed and I appreciate you helping with this. If you need anything whether by email or phone, just let me know.

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**From:** Kathleen Allen <Kathleen.Allen@LA.GOV>  
**Sent:** Thursday, January 27, 2022 10:27 AM  
**To:** Robert Klein (DOA-OTS) <Robert.Klein@la.gov>  
**Cc:** Gregory Thibodeaux <Gregory.Thibodeaux@la.gov>  
**Subject:** RE: Ethics Advisory Opinion 2021-1000

I have received it. I will let you know if I have any additional questions.

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**From:** Robert Klein (DOA-OTS) <Robert.Klein@la.gov>  
**Sent:** Thursday, January 27, 2022 10:16 AM  
**To:** Kathleen Allen <Kathleen.Allen@LA.GOV>  
**Cc:** Gregory Thibodeaux <Gregory.Thibodeaux@la.gov>  
**Subject:** Ethics Advisory Opinion 2021-1000

Good morning,

1. You stated that in May and June of 2019, you were involved in emails regarding the RFP that was created for the EdLink Project. Please provide additional information concerning your involvement in the emails. Did you provide advice, recommendation, or any input into the creation of the RFP? Yes on creating RFP. Purchasing advise. If yes to what extent. I went into my old emails to try and find out, I found that I was invited to meetings for the creation of the main RFP and provided my Purchasing experiences as information to help OTS/DOE create the RFP. The last email I see was, I looked over the Agenda for the Pre-Proposal conference that was sent from DOE Admin, it was sent on 6/20/2019. I did not respond to that email, that I can tell. So I think that was the last thing that I did with this project. If no, please confirm that you were just copied on the emails and did not provide any advice, recommendation or input on the creation of the RFP. Please see the note below in Green.
2. When was a contract awarded pursuant to that RFP? June 1, 2020 Who was awarded that contract? 22<sup>nd</sup> Century Inc. Do you have a contract number for it? 3000013023. – I asked DOE to provide me this information. I was not sure on this and don't have any other information on this award.
3. For the contract between AB Computing and DOE, will there be a contract number attached to it? The Contract is between AB Computing and OTS, via the OTS Staff Augmentation Contract. DOE is paying for it, but does not have the contract. Are the only services that would be provided pursuant to the contract between AB Computing and DOE, is it just for project management services? Yes, based on what is on the email I sent earlier, see yellow below. If not, explain the additional services. N/A Was there any selection process to choose AB Computing, or was that company simply on a list from which DOE could select someone to provide project management services? Yes, OTS submitted a TORFR – RFR request (See Attached) out for the vendors on the IT Staff Aug Contract to submit resumes. I was not involved in the process at all, but I think OTS and DOE would have worked together to select the personnel. In the Task order document, their lists the OTS Purchasing and DOE ARM, if you need to ask them anything else on the process. Then Is there is not a contract number, is there

a purchase order (PO) number assigned to it? There would be some award notification document and PO that would come from OTS and go to the winning vendors, but I am not sure.

**OTS/DOE has 2 separate contracts:**

I don't have the details past 06/20/2019 date, but from what I understand talking with DOE, the initial RFP that I helped create back in 2019 was awarded to 1 vendor "22<sup>nd</sup> Century Inc." via a contract. While that vendor/OTS/DOE were working on this EdLink project, they realized they needed more specific project resources then that vendor could provide. So DOE/OTS decided to put out a OTS Staff Aug TORFR to get these resources. That is the contract that includes AB Computing. Let me know if you need any other information on this.

**Robert Klein's DOE EdLink Project Manager Duties:**

- Provide day-to-day project management support for the EdLink project.
- Create project documentation: daily, weekly, semi-monthly, and monthly status reports; project schedules and plans, meeting minutes, risks and issues, other documentation as needed
- Analyzing project risks and issues help identify ways to mitigate risks;
- Monitoring project deliverables and processes
- Conducting cost/benefit analysis
- Documentation of specifications and requirements tracking.
- Activity and resource planning
- Work with the EdLink vendor team to track the project development using Agile methodologies
- Communicate with the current Business Relationship Manager for the Department of Education, if needed.

Thanks again for help me with this. If you have any other questions, please let me know or call me at 239-0636.  
Robert Klein

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**From:** Kathleen Allen <Kathleen.Allen@LA.GOV>  
**Sent:** Wednesday, January 26, 2022 3:33 PM  
**To:** Robert Klein (DOA-OTS) <Robert.Klein@la.gov>  
**Cc:** Gregory Thibodeaux <Gregory.Thibodeaux@la.gov>  
**Subject:** Ethics Advisory Opinion 2021-1000

Mr. Klein,

I have been in communication with the Chairman, who must approve the opinion before it is issued. In developing an opinion, I have some additional questions that arose in response to the answers you provided in a prior email to Mr. Thibodeaux.

1. You stated that in May and June of 2019, you were involved in emails regarding the RFP that was created for the EdLink Project. Please provide additional information concerning you involvement in the emails. Did you provide advice, recommendation, or any input into the creation of the RFP? If yes to what extent. If no, please confirm that you were just copied on the emails and did not provide any advice, recommendation or input on the creation of the RFP.
2. When was a contract awarded pursuant to that RFP? Who was awarded that contract? Do you have a contract number for it?
3. For the contract between AB Computing and DOE, will there be a contract number attached to it? Are the only services that would be provided pursuant to the contract between AB Computing and DOE, is it just for project management services? If not, explain the additional services. Was there any selection process to choose AB

Computing, or was that company simply on a list from which DOE could select someone to provide project management services? Is there is not a contract number, is there a purchase order (PO) number assigned to it?

Thank you for your time in responding to the questions, if an emergency opinion is rendered, we want to make sure that it something that we feel comfortable the Board will adopt, and not reject, at its February meeting. We want to make sure that you and DOE have the guidance you need.

Kathleen M. Allen  
Ethics Administration Program  
P. O. Box 4368  
Baton Rouge, LA 70821  
(225) 219-5600/(800) 842-6630  
(225) 381-7271 (facsimile)  
[www.ethics.la.gov](http://www.ethics.la.gov)



## **STATE OF LOUISIANA**

**DIVISION OF ADMINISTRATION  
OFFICE OF TECHNOLOGY SERVICES (OTS)**

### **TASK ORDER REQUEST FOR RESPONSE**

**For:**  
**IT STAFFING SUPPORT AREA #3: *Staffing Support***  
**EdLink Staffing Support for the Louisiana Department of  
Education (LDOE)**

**Task Order Request For Response: SR-5098889**

**TORFR Title: EdLink Staffing Support for the LDOE**  
**TORFR #: SR-5098889**

## **PART I. GENERAL INFORMATION**

### **1. State Contact Information**

All communication from a Staffing Support Area Contractor or its agent regarding this procurement, during the competitive procurement process, is strictly limited to the TORFR Coordinator identified below.

Division of Administration  
Office of Technology Services  
Sandra Allen  
[OTS.VPM@La.Gov](mailto:OTS.VPM@La.Gov)  
(225) 219 - 6042

Notwithstanding the Contractor's responsibility for total management during the performance of any Task Order issued as a result of this TORFR, the assigned State Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under the Task Order. The Project Manager appointed by the State for this TORFR is identified as:

James McMahon  
OTS IT Deputy Director

### **2. Calendar of Events**

**A. Task Order Request for Response Issue Date  
(TORFR emailed to Contractors)**

**July 27, 2021**

**B. Deadline for receiving Contractor's questions**

**July 29 2021, at 3:00 PM CT**

Note: Questions shall be submitted by email to:

[OTS.VPM@La.Gov](mailto:OTS.VPM@La.Gov)

The subject line of the email should include  
the TORFR#, the TORFR Coordinator Name and  
Proposing Contractor's Company Name

**C. Issue answers to Contractor's questions  
on/by:**

**July 30, 2021**

**D. Deadline for receipt of TORFR Proposal**

**August 2, 2021, at 3:00 PM CT**

### 3. TORFR Proposal Delivery Information

Staffing Support Area #3 Contractors must submit one (1) “searchable” electronic copy of their TORFR proposal response to the Office of Technology Services (OTS) before the Deadline for receipt of TORFR Proposal in Section 2-D above.

The electronic copy should be submitted by email to: [OTS.VPM@La.Gov](mailto:OTS.VPM@La.Gov)

The subject line of the email should be formatted to include the TORFR#, the TORFR Coordinator Name and Proposing Contractor’s Company Name. Each Contractor should respond to the TORFR with either a TORFR Proposal or a written notification that no TORFR Response will be submitted.

### 4. Definitions

BAFO	– Best and Final Offers
May	– The term “ <b>may</b> ” denotes an advisory or permissible action.
Must	– The term “ <b>must</b> ” denotes <b>mandatory requirements</b> .
Position	– An identified need of OTS. Each Position has specific job functions and a required skillset.
Resource	– A person that occupies or is proposed to occupy a <b>Position</b> .
Shall and Will	– The terms “ <b>shall</b> ” and “ <b>will</b> ” denote <b>mandatory requirements</b> .
Should	– The term “ <b>should</b> ” denotes a desirable action.
TORFR	– Task Order Request for Response

### 5. Purpose

The purpose of this Task Order Request for Response (TORFR) is to solicit proposals from Contractors that have received a Master Contract Award from Staffing Support Area 3 to provide temporary IT personnel with identified job titles listed below:

- One (1) Administrative Assistant
- One (1) Project Manager
- One (1) Trainer
- Five (5) Business Analysts
- Two (2) Scrum Masters

The State reserves the right to increase/decrease the number of temporary IT contract personnel utilized if agency requirements change including adding personnel with different job titles, with written approval of all parties.

## 6. Evaluation and Selection Process

The State of Louisiana, Division of Administration, Office of Technology Services, Chief Information Officer, may issue a Task Order by allowing Contractors to give oral presentations in lieu of a written response to a TORFR. The TORFR or invitation to present will be sent to all Tier One Contractors holding a contract in the pertinent Staffing Support Area.

The State reserves the right to conduct a BAFO with one or more Proposers determined to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**This Task Order Request for Response or written invitation to participate in BAFO will not obligate the State to a commitment to issue a Task Order.**

The award will be made to the Proposer(s) who meets all requirements of this TORFR and the proposed **Resource(s)** that best fits the needs of the State on a **Position by Position** basis. The State reserves the right to make split awards, or multiple awards as a result of this TORFR.

### 6.1 TORFR Proposal Evaluation Criteria

All TORFR Proposals received will undergo an administrative review to verify that mandatory requirements of this TORFR have been met. Any Proposal that fails this administrative review will not be evaluated further and is ineligible for award of a **Task Order**.

TORFR Proposals that pass the mandatory requirements review will be evaluated based on information provided for each **Resource** identified in the proposal. The evaluation will be directed according to the following:

- The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.
- The State, at its sole discretion, may require proposed **Resources** who are reasonably susceptible of being selected for the award, to participate in oral interviews. Information provided and commitments made by proposed **Resources** at the oral interview, if any, will be considered binding.

The Evaluation Team will evaluate and score each proposed **Position** by using the criteria and scoring as follows:

CRITERIA	MAXIMUM POSSIBLE SCORE
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<i>Resource Qualifications</i>	<b>80</b>
<i>Cost</i>	<b>20*</b>
<b>TOTAL SCORE</b>	<b>100</b>

The Proposer's **Resource** with the highest overall score for that **Position** will be recommended for award of a Task Order.

#### **6.1.1 Staff Qualifications**

A maximum of 80 points have been assigned for Resource qualifications. The skills and qualifications of **Resource** resumes will be evaluated as to their relevance to the **Position(s)** described in the SOW below.

#### **6.1.2 Cost Evaluation**

**Hourly Rate.** The proposed hourly rate **shall** be firm, fully burdened, and must be equal to or lower than the Staffing Support Area Contractor's rate agreed to in the Tier One Proposal and Staffing Support Contract.

The State will evaluate and score each **Position's** Cost as indicated on Attachment A – Cost Proposal.

\*The **Resource** proposed for a particular **Position** with the lowest total cost shall receive 20 points.

Other **Resources** for the same **Position** shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 20)$$

Where: CCS = Computed Cost Score (points) for **Position** being evaluated  
LPC = Lowest Proposed Cost for **Position** being evaluated  
TCP = Total Cost of Proposer's **Position** being evaluated

### **7. Attachments**

Attachment A – Cost Proposal  
Attachment B – Data Release and Confidentiality Agreement  
Attachment C – Data Sharing and Confidentiality Agreement  
Attachment D – Contractor's Agreement  
  
Exhibit A – Information Security Policy End User Agreement  
Exhibit B – LDOE Data Privacy, Confidentiality and Security Training



## PART II. CONTRACTOR'S PROPOSAL RESPONSE FORMAT

**DO NOT** SUBMIT ANY MARKETING MATERIAL WITH YOUR RESPONSE.

**Proposal Response submitted for consideration should follow the format and order of presentation described below:**

### 1. Cover Page

The cover letter should be on the Contractor's official business letterhead addressed to the TORFR Coordinator named in Section I of this Task Order Request for Response and shall include the following:

1. Date of Proposal
2. [Company name] is submitting with this response, the TORFR Proposal, Cost Proposal, Contractor's Agreement, [list any additional attachments] and Attachment D – Contractor's Agreement for consideration in accordance with IT Staffing Support RFP, Solicitation No. 3000012707, dated May 1, 2019, the resulting Staffing Support Contract and this Task Order Request for Response dated July 27, 2021, each issued by the State of Louisiana, OTS.
3. Statement - Contractor's ability to meet all the requirements specified in the STATEMENT OF WORK (SOW) of this Task Order Request for Response, except as specified below:  
**[NONE]** or list any limitations, constraints, or qualifications to the requirements of this Task Order Request for Response].
4. Include this contractor's information:  
  
Contractor's Contract Number  
Contractor's Vendor Number  
Name and Address of the Proposer  
Name, Title, Phone Number and email address of Contractor's contact for this Task Order  
Name, Title, Phone Number and email address of the Point of Contact responsible for the performance of any Task Order issued as a result of the TORFR
5. Statement - Contractor's guarantee of worker's availability:  
  
**Contractor's acceptance of offer will constitute a 30-workday guarantee of those Workers' availability to the State, unless precluded by resignation, illness, or death.**

### 2. Size Limitation

Contractor's proposal responses sent within a single email must adhere to a size limitation of 14MB or less. The State's receiving email account will not accept email files larger than 14MB.

### 3. Proposed IT Resource Qualifications

Proposers **SHALL** limit their responses to the number of temporary IT personnel listed in Part I. General Information, Section 5, Purpose:

- One (1) Administrative Assistant
- One (1) Project Manager
- One (1) Trainer
- Five (5) Business Analysts
- Two (2) Scrum Masters
- One (1) Project Manager

Proposers shall provide resumes for the proposed IT temporary resource that include **resource name**, names of employers, dates of employment, technical experience, functional experience, education, training, and applicable certifications. The information **shall** include their role and responsibilities on each project cited, their level of effort, and duration of involvement. Customer references (name, title, company name, address, telephone number, and email address) should be provided for each project cited in the resume. The resume information is to be used by agency appointee(s) for individual resource selection only.

Indicate any personnel that are subcontracted. Include the name and address of the proposed subcontractor.

### 4. Cost Proposal – Attachment A

The Cost Proposal should be on the Contractor's official business letterhead. The resource name(s), and hourly rate(s) per each job title/position shall be submitted on the Cost Proposal furnished in Attachment A. **This information shall not be included in any other Section of the Proposal Response.**

**Failure to complete Attachment A will result in disqualification for consideration of Task Order award.** Proposer **MUST ENTER** an hourly rate for each facility cost on the Cost Proposal table that does not contain "N/A". Each proposed resource must have availability for each facility location requiring a cost. Proposer **MAY NOT** add additional rows to the cost table. **DO NOT** change the column labels or the Job Title(s)/Position(s) on the Cost Table.

Hourly rates proposed **must be equal to or lower than the Contractor's rate agreed to in the Tier One Staffing Support Contract.** Hourly rates proposed shall be a firm, fully burdened rate that includes labor, per diem, travel, overhead, account management, and any other costs related to the service. **Travel time is not billable.**

**For evaluation purposes only**, the State has allocated a specific number of hours for each job title/position stated in the Cost Table on Attachment A – Cost Proposal for the purpose of computing a total cost per job title. The allocated hours are being utilized for evaluation purposes only and do not represent a commitment by the State to incur the costs projected in the Cost Table. The Cost

Table includes job title(s)/position(s) for the corresponding work location and estimated hours identified in – PART II. Statement of Work, Section 3. Work Location and Section 5. Period of Performance of this TORFR.

**Proposer shall provide Resource Name, Hourly Rate, Cost per job title/position listed on Attachment A – Cost Proposal. Any Cost Table with incomplete information and/or Job Title(s)/Position(s) changed will be determined non-responsive.**

The cost per job title/position will be calculated by multiplying the Evaluation Hourly Rate by the Estimated Total Hours.

Proposing Contractor's signature submitted with TORFR Cost Proposal does not constitute any obligation by the State to award any resulting task order from this TORFR to this Proposing Contractor.

## **5. Additional Required Attachments**

List any additional attachment(s) required by your agency and any special instructions or comments needed to correspond to the attachment listed.

Attachment B – Data Release and Confidentiality Agreement

Attachment C – Data Sharing and Confidentiality Agreement

Attachment D – Contractor's Agreement

Exhibit A – Information Security Policy End User Agreement

Exhibit B – LDOE Data Privacy, Confidentiality and Security Training

Completion of additional forms and training activities may also be required by the agency during the onboarding process of selected resources.

## **6. Contractor's Agreement – Attachment D**

**CONTRACTOR'S AGREEMENT.** Attachment D – Contractor's Agreement should be submitted with the Contractor's proposal response.

**For State convenience,** the State has provided Attachment D – Contractor's Agreement to expedite the potential award process for this TORFR. The Proposing Contractor must read the CONTRACTOR'S AGREEMENT statement and be in compliance with all the specifications, terms and conditions of this TORFR and the Contractor's controlling contract. The Proposing Contractor should sign and date the Contractor's Agreement, provide the CONTRACTOR NAME, Printed Name and Title where indicated on the CONTRACTOR'S AGREEMENT and return with the proposal response.

Proposing Contractor's signature submitted with TORFR proposal does not constitute any obligation by the State to award any resulting task order from this TORFR to this Proposing Contractor.

## Tier 2 Task Order

### STATEMENT OF WORK (SOW)

#### 1. Task and Skills (Work to be Performed)

The Office of Technology Services (OTS) was established as a means of recognizing cost savings through the consolidation of State IT assets and resources. The creation of OTS consolidated a wide variety of existing hardware platforms, operating systems, database management systems, networks, third party software, and custom applications.

OTS leads the State's technology procurement process in order to standardize technology over the entire organization, seek efficiencies of operations, maintenance, and scalability of new products introduced to the OTS suite of services which can eventually be offered to all in-scope agencies.

**The scope of the proposed services will include the following:**

##### **Administrative Assistant**

Expertise and/or relevant experience in the following areas are mandatory:

- 5 years of providing day-to-day administrative support to include, but not limited to: Preparing routine reports, scheduling meetings, assisting analysts, managers, and technicians with formatting, scanning, and printing documents, performing temporary/repetitive administrative functions such as organizing and populating paper or electronic files, and data entry;
- 2 years of reviewing and approving timesheets;
- Performing temporary, possibly repetitive, administrative functions such as reorganizing or populating paper or electronic files; or entering data;
- Providing operational support for records and information management activities including the operation of office equipment, scanning, document review and document classification.

Expertise and/or relevant experience in the following areas are desirable but not mandatory:

- Experience with existing Educational data systems at the State level

##### **Business Analyst**

Expertise and/or relevant experience in the following areas are mandatory:

- 2 years of defining and documenting business functions and processes;
- Analyzing the integration of business functions with technology;
- Assisting with business case development and business process reengineering;
- Identifying current operational procedures, problems, input and output requirements;
- Developing and recommending new processes that yield operational efficiencies and reduce manual processes;
- Conducting cost-benefit analysis;
- Developing project work plans and project timelines
- Utilizing Agile methodologies

Expertise and/or relevant experience in the following areas are desirable but not mandatory:

- Experience with existing Educational data systems at the State level

- Experience with Figma, and JIRA software
- Experience with CAFÉ, CAPS, TIPS, BLAS, and ProDirect systems
- Experience with integrating multiple systems and creating reports with Power BI

### **Scrum Master**

The duties of a Scrum Master include, but are not limited to:

- Guide multiple scrum teams and organization using Agile/Scrum best practices, methodologies and values.
- Assess the Scrum maturity of the team and organization by coaching the team to higher levels of maturity, at a pace that is sustainable for the team and organization;
- Remove impediments or guide a team to remove impediments;
- Facilitate completion of work assignments, assigning, or dictating work assignments;
- Facilitate discussion, decision making, team building and conflict resolution;
- Assist with internal and external communication, improving transparency, and radiating information; supporting product managers to maximize return on investment (ROI) and meet the organization's objectives;
- Provide support to the Product Owner, to include, but not limited to grooming and maintaining the product backlog and project road map;
- Provide support to a team using a servant leadership style whenever possible, and leading by example.

Expertise and/or relevant experience in the following areas are mandatory:

- 2 years of analyzing the integration of business functions with technology;
- 1 year of experience with managing two or more scrum teams
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Expertise and/or relevant experience in the following areas are desirable but not mandatory:

- Experience with existing Educational data systems at the State level
- Experience with CAFÉ, CAPS, TIPS, BLAS, and ProDirect systems
- Experience with reviewing and creating basic reports with Power BI
- Experience assisting with business case development and business process reengineering;

### **Project Manager**

The duties of a Project Manager include, but are not limited to:

- Creation of project documentation: daily, weekly, semi-monthly and monthly status reports; project schedules and plans, meeting minutes, risks and issues, other documentation as needed;
- Activity and resource planning;
- Analyzing project risks and issues, help identify ways to mitigate risks;
- Process monitoring;
- Monitoring project deliverables;
- Conducting cost/benefit analysis;
- Documentation of specifications and requirements tracking.

Expertise and/or relevant experience in the following areas are mandatory:

- 3 years of experience providing day-to-day project management support for large scale data system modernization projects;
- Project Management Professional certification
- 1 year of experience managing an agile project

Expertise and/or relevant experience in the following areas are desirable but not mandatory:

- Experience with existing Educational data systems at the State level
- Experience with CAFÉ, CAPS, TIPS, BLAS, and ProDirect systems
- Experience with reviewing and creating basic reports with Power BI
- Experience with managing over 5 other staff

### **Trainer**

Expertise in the following areas are mandatory:

- 2 years of training users in a class and/or online environment;
- 2 years of designing and developing training guides;
- Conducting training programs for general staff in areas of records and information management procedures, workflows, policies, regulations and handling public records requests;
- Developing records and information management user guides and training materials;
- Creating change management plans;
- Developing and updating internal procedure changes

Expertise and/or relevant experience in the following areas are desirable but not mandatory:

- Experience with existing Educational data systems at the State level
- Experience with CAFÉ, CAPS, TIPS, BLAS, and ProDirect systems
- Experience with reviewing and creating basic reports with Power BI
- Experience with managing over 5 other staff

## **2. Deliverables**

1. Contractor shall submit a weekly status report to the State's Project Manager that lists completed and on-going project activities including project risks, if any. Contractor should include in its monthly status report a recap of the hours authorized by the Purchase Order, hours invoiced this reporting period, and the number of authorized hours remaining.
2. Contractor shall submit weekly time sheets to the State's Project Manager for hours worked on assigned tasks. Invoices will be based on time sheets that were approved by the State Project Manager.
3. Contractor shall submit invoices on a monthly basis supported by time sheets that have been approved by the State Project Manager. Invoices must contain the Staffing Support Contract number, the TORFR number, and the Purchase Order number.

### 3. Work Location

Contractor personnel will work on-site at State office buildings located in Baton Rouge, Louisiana, primarily at the Claiborne building, located at 1201 North 3<sup>rd</sup> Street, Baton Rouge, Louisiana 70802. Contractor personnel, with permission of the State Project Manager, can work offsite: State Remote or Contractor Remote.

Each Contractor personnel must be available for each work location facility on the cost proposal table for the term of this task order or as specified by the State Project Manager.

### 4. Term of the Task Order

The term of the Task Order is expected to start on 08/01/2021 and end 06/30/2024.

### 5. Period of Performance

The number of hours for the term of the Task Order is estimated at 55,000 and will be determined by the State's Project Manager. **No minimum number of hours are guaranteed.** \*Temporary support resources utilize a single pool of support hours. Support resources' hours can vary, but cannot exceed total estimated hours for term of the Task Order.

Although there is no mandatory daily start and end time for Contractor personnel, hours worked should be within the State's core hours of 7:00 AM to 6:00 PM CT. In addition, Contractor personnel may be required to work on State holidays, weekends and hours outside of the State's core business hours in order to meet critical deadlines.

### 6. Acceptance Criteria

The State reserves the right to disapprove the continuing assignment of Contractor personnel provided under a Task Order on the basis of work performance. Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

## **7. Special Requirements**

The State reserves the right to review, and if needed, reject any submitted documentation from the Contractor that is determined to be ineffective, incorrect, or substandard of OTS expectations for documentation with the expectation that the final submitted documentation is accepted by OTS.

## **8. Assumptions**

Workers shall be capable of communicating in fluent English both verbally and in writing.

Contractor must maintain all records related to work performed and effort expended and must make such records available to the State upon request for audit purposes.

## **9. Other Contractor Responsibilities**

In addition to the Tasks specified above, the Contractor will have the following responsibilities

- Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.
- Contractor shall be responsible for monitoring the number of hours worked and the number of hours invoiced so as not to exceed the number of hours authorized by the purchase order issued as a result of this TORFR. State shall not pay for any hours worked in excess of the number of hours authorized by the purchase order.
- Contractor shall maintain safeguards and take commercially reasonable technical, physical and organizational precautions to ensure that the State's data is protected from unauthorized access and disclosure in accordance with the State's current and published Information Security Policy found at:

<https://www.doa.la.gov/OTS/InformationSecurity/LA-InfoSecPolicy-v1.01.pdf>.

- The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.



- The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.
- **Final payment** will be contingent upon acceptance of all task order deliverables and completion of work; minus value of any damaged or loss property and/or any unreturned State issued equipment used on the part of the Contractor for the performance of this task order, at the discretion of the State Project Manager. The State Project Manager, in compliance with specifications terms and conditions this Task Order, Solicitation No. 3000012707, dated May 1, 2019, resulting Contract, must notify Contractor of the value to be remitted to the State to cover any damages/loss or unreturned equipment. All reference to the Contractor shall include any of its employees, agents, or subcontractors.

#### **10. Additional Terms and Conditions Specific to this SOW**

- Any Task Order that results from this TORFR (together with the governing contract and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Task Order Request for Responses, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.
- Misinterpretation of specifications or requirements by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of the contract or to perform the task order, if awarded.

#### **11. State Responsibilities**

For work performed on-site, the State will provide reasonable and normal office space, basic office furniture, supplies, local telephone service, and limited usage of copiers and fax machines. The State will provide workstations, operating system and software licenses (e.g. Word, Excel, PowerPoint, and Outlook) necessary to function as part of the State network.

## ATTACHMENT A – COST PROPOSAL

**TORFR/Task Order Number: SR-5098889**

**TORFR/Task Order Title: EdLink Staffing Support for the LDOE**

### Cost Table

Estimated Total Hours: <b>*55,000</b>		Evaluation Rate x Hours  cost per job title/position			
For this Task Order					
Only one Facility hourly rate is used for evaluation purposes		Evaluation Rate			
Job Title/Position	Resource Name	On-Site Facility Hourly Rate (required)	State Remote Facility Hourly Rate	Contractor Remote Facility Hourly Rate (required)	
<i>Project Manager</i>			N/A		
<i>Administrative Assistant</i>			N/A		
<i>Trainer</i>			N/A		
<i>Business Analyst</i>			N/A		
<i>Business Analyst</i>			N/A		
<i>Business Analyst</i>			N/A		
<i>Business Analyst</i>			N/A		
<i>Business Analyst</i>			N/A		
<i>Scrum Master</i>			N/A		
<i>Scrum Master</i>			N/A		

### DO NOT ALTER THIS COST PROSPAL TABLE STRUCTURE!

Proposers **SHALL** limit the number of resources submitted to the job title/positions listed on this Cost Table.

\*Temporary support resources utilize a single pool of support hours.

Support resources' hours worked can vary, but cannot exceed total estimated hours for the term of this Task Order.

Submitted by:

\_\_\_\_\_  
**Contractor's Company Name**

Submitted on:

\_\_\_\_\_  
Cost Proposal Date

**ATTACHMENT B – DATA RELEASE AND CONFIDENTIALITY  
AGREEMENT**

Task Order Number: **SR-5098889**

<p><b>STATE OF LOUISIANA DEPARTMENT OF EDUCATION DATA RELEASE AND CONFIDENTIALITY AGREEMENT</b></p>
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This Data Release and Confidentiality Agreement ("Agreement") is entered into this by the Louisiana Department of Education (hereinafter referred to as the "State") and, \_\_\_\_\_ and its subcontractors (hereinafter referred to collectively as the "Contractor").

**RECITALS**

- The State collects and maintains information and data from school districts and child care facilities, some of which is confidential under federal and/or state law, including but not limited to, personally identifiable information relative to students and teachers in the public school system as well as children and child care staff in child care facilities.
- The Contractor has been awarded a contract and will provide the State with services which the State would have performed for itself as part of its essential functions; however, the State determined that it would be more advantageous to contract with the Contractor to perform that function.

**TERMS AND CONDITIONS**

In consideration of the recitals and the following terms and conditions, Contractor and State agree as follows:

1. This agreement shall become effective on \_\_\_\_\_ and the Contractor's obligations under this Agreement shall survive the termination or expiration of the contract pursuant to which the Contractor is to provide the State with services as described in the Recitals herein.
2. Except as otherwise specifically provided in this agreement, this agreement is made subject to the terms and conditions of the contract between the State and Contractor pursuant to which Contractor is to provide the State with services as described in the Recitals herein, including but not limited to the confidentiality clause in that contract pertaining to the confidentiality of personally identifiable student information, teacher information, child information and/or child care staff. The State's data are managed in accordance with State laws and regulations and federal laws.

a. Federal Laws:

- i. Family Educational Rights and Privacy Act (FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,)
  - ii. Individuals with Disabilities Education Act (IDEA, 34 CFR §§ 300.127 and 300.560-300.576).
- b. State Laws:
  - i. Confidentiality of staff records is addressed in the following statutes.
    - 1. R.S. § 17:1237 – This statute restricts access to school employees’ personnel files.
    - 2. R.S. § 17:1252 – This statute allows the state to develop a Teacher Recruitment Clearinghouse. These files are to be maintained as confidential, unless the teacher gives permission for review.
    - 3. R.S. § 17:3884(B) – This statute covers information pertaining to teacher evaluation and all personally-identifiable teacher evaluation data is strictly confidential.
    - 4. R.S. § 17:3881 – This statute, which deals with teacher evaluation, allows the release of the “measure of effectiveness” component of personnel evaluation. This release should not reveal information about the evaluation report of an individual employee.
  - ii. Children’s records
    - 1. LAC 67:III.7307 make children’s records confidential and prohibits the disclosure of such information to third parties
  - iii. Student’s records
    - 1. R.S. § 17:3914 – This statute prohibits unauthorized disclosure of personally identifiable student information. Such unauthorized disclosures are punishable by fine or imprisonment.
- 3. The State shall provide the Contractor with citations to those provisions of federal and/or state law pertaining to the confidentiality of information and data.
- 4. Contractor agrees not to re-release or publish any confidential information released by or received from the State without prior approval from the State.
- 5. If the Contractor breaches or threatens to breach the obligations of this Agreement, the State shall have the right to any available remedy at law or in equity.

6. The provisions of the obligations of this Confidentiality Agreement, especially the confidentiality and indemnification provisions and obligations, shall survive any cancellation or termination of this Agreement, regardless of the cause.
7. Upon notice by the State, the Contractor shall have not more than five (5) days to return or destroy all such confidential information and data to the State. The Contractor shall have five (5) days following the cancellation/termination of the Agreement to comply with this provision. Upon the return or destruction of such confidential information and data, the Contractor shall certify, in writing, that it has returned or destroyed all confidential information and data subject to this Agreement and has not retained any copies thereof in any format, including but not limited to paper, electronic, photographic, and/or microfiche.
8. This Agreement and the respective rights and obligations of the Parties hereto shall not be assigned or transferred in any manner without the prior written consent of all Parties, and, in the absence of such consent, any purported assignment shall be wholly void. Other than as expressly provided by this Agreement, any attempted assignment, by operation of law or otherwise, shall constitute a material breach of this Agreement. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefits of the Parties and their respective transferee, successors and assigns.
9. No party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or State employers liability and withholding tax, workers compensation, social security, unemployment insurance, and Occupational safety and Health administration requirements and other federal, State and local laws.
10. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities, or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based upon, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor based upon a disclosure or release of any confidential information and data. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver or sovereign immunity of the State, which immunity is hereby reserved to the State. Nothing in this Agreement shall be construed as providing standing for any third party to enforce the terms of this Agreement.
11. In the event that any Louisiana or federal law hereafter enacted (including applicable rulings of a State or federal regulatory agency) or any current law prohibits the State from providing certain or all of the data required by Vendor, then the State will be relieved of its obligation to provide same.
12. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and cannot be modified except by mutual written agreement between the Parties. This Agreement shall benefit and be binding upon the Parties

hereto and their respective successors and assigns. Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above. Each person signing this Agreement expressly warrants that he/she has authority to bind the Party for which he/she has signed.

**Contractor**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**State of Louisiana**

Department of Education

1201 North 3<sup>rd</sup> St.

Baton Rouge, LA 70802

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dr. Cade Brumley  
State Superintendent of Education

\_\_\_\_\_  
Name Typed/Printed

\_\_\_\_\_  
Title

## ATTACHMENT C – Data Sharing and Confidentiality Agreement

Task Order Number: **SR-5098889**

### Data Sharing and Confidentiality Agreement

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

I understand that:

1. Information included in the Louisiana information systems is collected for the purpose of doing state and federal reporting and making data available to educators and other stakeholders.
2. Student and staff data are protected by state and federal laws and must be maintained in a confidential manner at all times.
3. Unauthorized viewing, reproduction/copying, and/or distribution of any student or staff record or information outside the intended and approved use to the LDE information systems are strictly prohibited.

Users violating the authorized use of the systems will lose access privileges to the systems. Illegal access or misuse of this information may result in formal disciplinary action, up to and including termination, denial of access to sensitive data, and revocation of network access privileges.

I assert that:

1. I have received, read, and understand the Louisiana Data Access and Management Policy.
2. I have a legitimate educational interest to have access to certain confidential **student** data protected under 34 CFR Part 99.31 Final Regulations for FERPA for students. (Please specify reasons access is needed.)

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3. I have a legitimate educational interest to have access to certain confidential **staff** data protected under Louisiana law. (Please specify reasons access is needed.)

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4. I will only access and use the confidential data for legitimate educational purposes.
5. I will protect my password, and I will not share confidential data with individuals who lack appropriate access authority without masking the confidential portions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Please return the signed agreement to Wen Fan (RM 5-174) or LDEDATA@la.gov



## ATTACHMENT D – CONTRACTOR’S AGREEMENT

Task Order Number: SR-5098889

In compliance with specifications terms and conditions of this Task Order Request for Response, the undersigned agrees, if this offer is accepted by the State, to furnish any or all temporary IT Staffing Support personnel upon which prices are offered at the price set opposite each job title, delivered at the designated point(s), within the time specified in the Task Order Request for Response and Contractor’s proposal.

This Task Order incorporates any Addendums thereto, Solicitation No. 3000012707, dated May 1, 2019 resulting Contract and amendments thereto, as well as Contractor's proposal. In the event of conflict between the terms of this Task Order, Solicitation No. 3000012707, dated May 1, 2019, Contracts and amendments thereto, and modifications made thereto, and Contractor's proposal, the discrepancy shall be resolved by giving precedence in the following order:

- 1) This Task Order, and any Addendums thereto, including Solicitation No. 3000012707, dated May 1, 2019 resulting Contract and amendments made thereto.
- 2) Contractor's proposal, and clarifications made to the proposal.

This Task Order, including the documents incorporated by reference, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

IN WITNESS THEREOF, the parties have by their duly authorized representative set their signatures.

\_\_\_\_\_  
CONTRACTOR COMPANY NAME

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF TECHNOLOGY SERVICES

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Agency Signature)

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_